

*Counterparts - Kim Bartman*

ALVORD AND ALVORD

ATTORNEYS AT LAW

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

RECORDED 19630-120 1425

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INTERSTATE COMMERCE COMMISSION

OF COUNSEL  
URBAN A. LESTER

September 29, 1995

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies each of the following documents, all dated as of September 1, 1995 (unless otherwise indicated): a Lease Agreement, a primary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177; and the following secondary documents related thereto: Security Agreement-Trust Deed, Lease Supplement No. 1 (dated September 29, 1995), Security Agreement Supplement No. 1 (dated September 29, 1995), Memoranda of Coal Supply Service Agreement, Coal Supply Service Agreement Supplement No. 1, Assignment of Coal Supply Service Agreement.

The names and addresses of the parties to the enclosed documents are:

Lease Agreement and Lease Supplement No. 1

Lessor: Wilmington Trust Company, Owner Trustee  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

Lessee: Comerica Bank  
101 North Washington Square, 9th Floor  
Lansing, Michigan 48933

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Mr. Vernon A. Williams  
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**Security Agreement-Trust Deed and Security Agreement Supplement No. 1**

**Debtor:** Wilmington Trust Company, Owner Trustee  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

**Secured Party:** First Security Bank of Utah, National Association  
79 South Main Street, 3rd Floor  
Salt Lake City, Utah 84111

**Memoranda of Coal Supply Service Agreement  
and Coal Supply Service Agreement Supplement No. 1**

**Contractor:** Comerica Bank  
101 North Washington Square, 9th Floor  
Lansing, Michigan 48933

**Customer:** Consumers Power Company  
212 West Michigan Avenue  
Jackson, Michigan 49201

**Memorandum of Assignment of Coal Supply Service Agreement**

**Assignor:** Comerica Bank  
101 North Washington Square, 9th Floor  
Lansing, Michigan 48933

**Assignee:** Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

**A description of the railroad equipment covered by the enclosed documents is:**

**135 railcars bearing FSTX reporting marks and road numbers as set forth  
on Schedule I to Lease Supplement No. 1.**

**Mr. Vernon A. Williams**  
**September 29, 1995**  
**Page 3**

**Also enclosed is a check in the amount of \$147.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.**

**Kindly return stamped copies of the enclosed documents to the undersigned.**

**Very truly yours,**

**Robert W. Alvord**

**RWA/bg**  
**Enclosures**

LEASE SUPPLEMENT NO. 1

Dated September 29, 1995

RECORDATION NO. 19630 B  
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INTERSTATE COMMERCE COMMISSION

Between

WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely as Owner Trustee,  
as Lessor

and

COMERICA BANK,  
not in its individual capacity but solely as Trustee under the Lessee Trust Agreement,  
as Lessee

663 HIGH SIDE ALUMINUM BODIED RAILCARS

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE SUPPLEMENT AND TO THE UNITS COVERED HEREBY ON THE PART OF THE LESSOR HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF A SECURED PARTY, AS ASSIGNEE, UNDER A SECURITY DOCUMENT. TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY SUCH SECURED PARTY, AS ASSIGNEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF AND IS LABELED COUNTERPART NO. 1 ON THE FACE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION

PURSUANT TO 49 U.S.C. §11303

ON \_\_\_\_\_, 1995 AT \_\_\_\_\_,

RECORDATION NUMBER \_\_\_\_\_

THIS LEASE SUPPLEMENT NO. 1, dated September 29, 1995, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("*Lessor*"), and COMERICA BANK, a Michigan banking corporation, not in its individual capacity but solely as Trustee under the Lessee Trust Agreement ("*Lessee*").

**WITNESSETH:**

WHEREAS, Lessor and Lessee have heretofore entered into a Lease Agreement (the "*Lease*"), dated as of September 1, 1995 (capitalized terms used herein without definitions having the respective meanings set forth in the Lease);

WHEREAS, the Lease provides that on each Closing Date the applicable Manufacturer shall deliver to Lessor a Bill of Sale or Bills of Sale dated such Closing Date by which such Manufacturer bargains, conveys, assigns, sets over, sells and delivers to Lessor and Lessor purchases and accepts from such Manufacturer the Units listed on Schedule 1 hereto on such Closing Date and said Bill of Sale or Bills of Sale have been delivered by such Manufacturer and accepted by Lessor on this Closing Date;

WHEREAS, the Lease provides for the execution of a Lease Supplement substantially in the form hereof for the purposes of accepting and leasing the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.
2. Lessee hereby confirms to Lessor that Lessee has accepted such Units for all purposes hereof and of the Lease.
3. The aggregate Lessor's Cost of the Units leased hereunder is \$7,482,270.00. The Interim Rent payable on the Basic Term Commencement Date with respect to the Units leased hereunder is \$81,654.47 and the Basic Rent, Termination Values and the EBO Amounts payable with respect to the Units leased hereunder are set forth respectively, on Schedules 2, 3 and 4 hereto.
4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement No. 1, to pay to Lessor Interim Rent, if any, on the Basic Term Commencement Date and to pay to Lessor Basic Rent, Fixed Rate Renewal Rent and Fair Market Renewal Rent, if any, on each Payment Date, in each such case, for each Unit leased hereunder as provided for in the Lease and to pay, as and when due, any and all Supplemental Rent as provided for in the Lease.

5. The Lessor and the Lessee hereby agree that the Lessor shall tender delivery of the Units leased hereunder to the Lessee in Cartersville, Georgia and Johnstown, Pennsylvania.

6. All of the provisions of the Lease are hereby incorporated by reference in this Lease Supplement No. 1 to the same extent as if fully set forth herein.

7. This Lease Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease Supplement No. 1 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement  
No. 1 to be duly executed on the date and year set forth in the opening paragraph hereof.

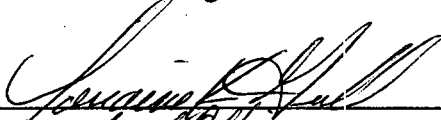
Lessor/Owner Trustee

WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely as  
Owner Trustee

By   
Title: Donald G. MacKelcan  
Senior Financial Services Officer

Lessee

COMERICA BANK, not in its individual  
capacity but solely as Trustee under the  
Lessee Trust Agreement

By   
Title: Trust Officer

STATE OF ILLINOIS)

:SS:

COUNTY OF COOK)

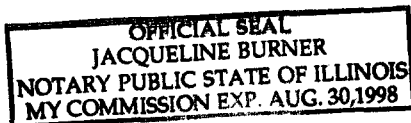
On this 28<sup>th</sup> day of September, before me personally appeared Donald MacKelcan, to be personally known, who, being by me duly sworn, says that ~~he~~ he is financial officer of Wilmington Trust Company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jacqueline Burner

Notary Public

My Commission Expires:

[Notary Seal]





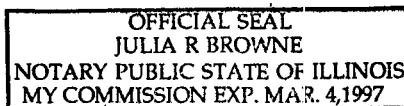
STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF COOK     )

On this 28<sup>th</sup> day of September, 1995 before me personally appeared Lorraine K. Grill to me personally known, who being by me duly sworn, says that she is a Trust Officer of COMERICA BANK, that the foregoing instrument was signed on behalf of said corporation, and she acknowledged that the execution of said instrument was her free act and deed.

Julia R. Browne  
Notary Public

[SEAL]

Commission expires:



**DESCRIPTION OF UNITS**

<b>QUANTITY OF UNITS</b>	<b>UNIT NUMBERS</b>	<b>LESSOR'S COST PER UNIT</b>
125 high side aluminum bodied rotary dump BethGon Coalporter railcars	FSTX 0001-0010, inclusive, FSTX 5502, FSTX 5504- 5556, inclusive, FSTX 5558- 5583, inclusive, FSTX 5585- 5619, inclusive	\$54,950.92
10 high side aluminum bodied Avalanche railcars	FSTX 0097-0099, inclusive, FSTX 9001-9004, inclusive, FSTX 9007-9009, inclusive	\$61,340.50

**SCHEDULE 1  
(to Lease Supplement)**

## BASIC RENT

### RENT PAYMENT DATE

### RENTAL FACTOR

(expressed as a percentage of Lessor's Cost)

01-Jan-96	0.00000000%
30-Jun-96	2.84315058%
30-Dec-96	5.06106692%
30-Jun-97	2.77733869%
30-Dec-97	5.12687881%
30-Jun-98	2.69017075%
30-Dec-98	5.21404675%
30-Jun-99	2.59653495%
30-Dec-99	5.30768255%
30-Jun-00	2.49595137%
30-Dec-00	5.40826613%
30-Jun-01	2.38790449%
30-Dec-01	5.51631301%
30-Jun-02	2.27184054%
30-Dec-02	5.63237696%
30-Jun-03	2.14716464%
30-Dec-03	5.75705286%
30-Jun-04	2.01323778%
30-Dec-04	5.89097972%
30-Jun-05	1.95735720%
30-Dec-05	5.94686030%
30-Jun-06	5.78868110%
30-Dec-06	2.11553640%
30-Jun-07	5.86843270%
30-Dec-07	2.03578481%
30-Jun-08	5.95161203%
30-Dec-08	1.95260547%
30-Jun-09	6.03836671%
30-Dec-09	1.86585079%
30-Jun-10	6.12841760%
30-Dec-10	1.77579990%
30-Jun-11	6.85786999%
30-Dec-11	1.04634751%
30-Jun-12	5.50007291%
30-Dec-12	2.40414459%
30-Jun-13	7.33910982%
30-Dec-13	0.56510768%
30-Jun-14	7.61621848%
30-Dec-14	0.28799902%
30-Jun-15	0.28799902%
30-Dec-15	7.61621848%

**TERMINATION VALUE  
BETHGON COALPORTER CARS**

**TERMINATION DATE/  
PAYMENT DATE**

**TERMINATION VALUE**  
(expressed as a percentage of Lessor's Cost)

01-Jan-96	104.00142%
30-Jun-96	105.42663%
30-Dec-96	104.58143%
30-Jun-97	105.65029%
30-Dec-97	104.11977%
30-Jun-98	104.73861%
30-Dec-98	102.66430%
30-Jun-99	102.97823%
30-Dec-99	100.47133%
30-Jun-00	100.58036%
30-Dec-00	97.67843%
30-Jun-01	97.67843%
30-Dec-01	94.55002%
30-Jun-02	94.55002%
30-Dec-02	91.18949%
30-Jun-03	91.18949%
30-Dec-03	87.57960%
30-Jun-04	87.57960%
30-Dec-04	83.70186%
30-Jun-05	83.61387%
30-Dec-05	79.54702%
30-Jun-06	75.52811%
30-Dec-06	75.06152%
30-Jun-07	70.86815%
30-Dec-07	70.38104%
30-Jun-08	66.00577%
30-Dec-08	65.49731%
30-Jun-09	60.93236%
30-Dec-09	60.40165%
30-Jun-10	55.63938%
30-Dec-10	55.08512%
30-Jun-11	49.48172%
30-Dec-11	49.52840%
30-Jun-12	45.21745%
30-Dec-12	43.96048%
30-Jun-13	37.82167%
30-Dec-13	38.34590%
30-Jun-14	31.95322%
30-Dec-14	32.78000%
30-Jun-15	33.84410%
30-Dec-15	28.30784%

SCHEDULE 3  
(to Lease Supplement)

**TERMINATION VALUE  
AVALANCHE CARS**

**TERMINATION DATE/  
PAYMENT DATE**

**TERMINATION VALUE  
(expressed as a percentage of Lessor's Cost)**

01-Jan-96	104.17660%
30-Jun-96	105.88702%
30-Dec-96	105.33322%
30-Jun-97	106.65396%
30-Dec-97	105.34112%
30-Jun-98	106.15103%
30-Dec-98	104.24581%
30-Jun-99	104.71203%
30-Dec-99	102.34481%
30-Jun-00	102.58297%
30-Dec-00	99.77815%
30-Jun-01	99.78689%
30-Dec-01	96.65849%
30-Jun-02	96.65849%
30-Dec-02	93.29795%
30-Jun-03	93.29795%
30-Dec-03	89.68806%
30-Jun-04	89.68806%
30-Dec-04	85.81032%
30-Jun-05	85.75911%
30-Dec-05	81.80818%
30-Jun-06	77.92622%
30-Dec-06	77.58930%
30-Jun-07	73.54866%
30-Dec-07	73.20760%
30-Jun-08	69.00270%
30-Dec-08	68.65864%
30-Jun-09	64.28383%
30-Dec-09	63.93813%
30-Jun-10	59.38811%
30-Dec-10	59.04194%
30-Jun-11	53.67555%
30-Dec-11	53.97258%
30-Jun-12	49.94513%
30-Dec-12	49.01202%
30-Jun-13	43.23774%
30-Dec-13	44.17578%
30-Jun-14	38.24690%
30-Dec-14	39.59699%
30-Jun-15	41.26051%
30-Dec-15	36.50008%

## **EBO AMOUNTS**

BethGon Coalporter Cars: 32.78% of Lessor's Cost

Avalanche Cars: 41.81% of Lessor's Cost